

Contract ID#: B50680



Department: Public Works

CLPW15000027

E-142-15
CF**CF (Capital)****Contract Details**

SERVICE

Design-Construction Management

NIFS ID #: CFPW13000029

NIFS Entry Date: 6/5/15 Term: from Execution date to: 8/28/2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name	Vendor ID#
HAKS Engineers	133779703
Address	Contact Person
40 Wall Street 11 th Floor	Jeffrey Terzakis
New York, NY 10005	Phone
	631-348-7600

County Department
Department Contact
Joseph Amerigo
Address
1194 Prospect Ave, Westbury NY
Phone
516-571-6804

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	6/5/15	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval	6/16/15	[Signature]	
	OMB	NIFS Approval	6/9/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
6/30/15	County Attorney	CA RE & Insurance Verification	6/24/15	[Signature]	
6/29/15	County Attorney	CA Approval as to form	6/30/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	7/17/15	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval			
6/17/14	Comptroller	NIFS Approval	6/17/14	[Signature]	



	County Executive	Notarization Filed with Clerk of the County of Nassau		
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Contract Summary

Description: Contract Amendment for Construction Management Services related to the Construction of the First Precinct

Purpose:

To amend the current agreement with HAKS Engineers, Architects and Land Surveyors in the amount of \$ 612,099 and to extend the term by one year.

Method of Procurement:

HAKS Engineer's Architect's and Land Surveyors was procured through an RFP process in accordance with DPW procedures. The agreement was passed by the Rules Committee.

Procurement History:

HAKS Engineer's Architect's and Land Surveyors was passed by the Rules Committee on February 28, 2011, resolution number 53-2011, see attached.

Description of General Provisions:

See attached

Impact on Funding / Price Analysis:

Funding is available from Capital project 50680

Change in Contract from Prior Procurement:

Yes

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	50
Resp:	680
Object:	0000
Transaction:	CF

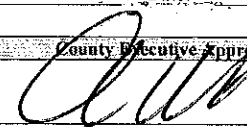
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$612,099.00
Other	\$
TOTAL	\$

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAP/50680/00003	\$612,099.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$612,099.00

Document Prepared By: Joseph Amerigo

Date: 6/4/15

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 6/17/15
Date	Date	(For Office Use Only)
		E #:

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND HAKS
ENGINEERS, ARCHITECTS AND LAND SURVEYORS, P.C.

WHEREAS, the County has negotiated an amendment to a personal
services agreement with HAKS Engineers, Architects & Land Surveyors
P.C. for construction management services, a copy of which is on file with
the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said amendment
to an agreement with HAKS Engineers, Architects & Land Surveyors P.C.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: May 21, 2015

SUBJECT: Nassau County Police Department First Precinct
Recommendation to Amend Professional Services Agreement with
HAKS Engineers, Architects and Land Surveyors P.C.
Agreement Number: B50680C Encumbrance Number: CFPW13000029
Capital Project Number: B50680

In September 2013, the Nassau County Legislature passed a resolution allowing the County Executive to enter into an agreement with HAKS Engineers, Architects and Land Surveyors P.C. to provide construction management services in connection with the construction of the new Nassau County Police Department First Precinct.

Several issues have delayed the construction project considerably. The new First Precinct is situated in part on a property adjacent to the existing Precinct, 884 Merrick Road (the former Huntington Learning center). The County encountered difficulties in the purchase of the referenced adjacent property. In fact the County did not take ownership until September 25, 2014. Notice to Proceed had been issued to the Contractors on October 28, 2013. Once the buildings at 884 Merrick Road were purchased, testing revealed the presence of hazardous materials. The hazardous materials were subsequently removed in accordance with State Laws regarding asbestos abatement. As a result of the above and other delays the construction project duration is expected to be extended by at least another one (1) year. Accordingly, the cost of construction management services were increased by \$612,099.00.

In accordance with the Agreement, Section 2, paragraph B, Extra Services, the Consultant is entitled to compensation for providing construction management services for the increased duration of the Project. The expected cost for construction management services for an additional year is \$612,099.00, thus increasing this personal service Contract from \$997,628.00 to \$1,610,256.00

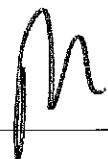
It is the Department's recommendation that the agreement with HAKS Engineer's Architects and Land Surveyors be amended to compensate them for the "Extra Services;" and that the term of the Contract be extended by one year. The Department, upon your approval, shall begin preparing the contract amendment.

If you approve or disapprove of the above subject request, please signify below and return this memorandum to this office for appropriate action.


Shila Shah-Gavnoudias
Commissioner

SSG:RM:dmp
c: Kenneth G. Arnold, Assistant to Commissioner
Rakhal Maitra, Deputy Commissioner
Joseph Amerigo, Civil Engineer II

APPROVED:

 5/20/15

Richard R. Walker Date
Chief Deputy County Executive

DISAPPROVED:

Richard R. Walker Date
Chief Deputy County Executive



AMENDMENT

AMENDMENT, dated as of **May 11, 2015** (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) HAKS Engineers, Architects and Land Surveyors having its principal office at 40 Wall Street, 11 th Floor, New York, NY (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number B50680 between the County and the Firm, executed on behalf of the County on date, (the "Original Agreement"), the Firm performed certain services for the County in connection with Construction Management services related to construction of the Nassau County Police Department First Precinct, 900 Merrick Road, Baldwin, New York., which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from **November 13, 2013** through **August 28, 2015** (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was **Nine Hundred Ninety Seven Thousand, Six Hundred twenty Eight (\$997,628.00)** dollars (the "Maximum Amount");

WHEREAS, the County and the Contractor desire to extend the Original Term and Maximum Amount; and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by **one (1) Year** so that the termination of the Original Agreement, as amended by this amendment (the "Amended Agreement") shall be **August 28, 2016** ("Amended Term").

2. Payment. Section 3(a) Amount of Consideration shall be revised to increase by **Six Hundred Twelve Thousand, Ninety Nine dollars (612,099.00)** so that the total maximum amount that the County shall pay to the firm as full consideration for service including extra services shall not exceed **One Million, Six Hundred Nine Thousand, Seven Hundred Twenty Seven Dollars (\$1,609,727.00)** ("Amended Maximum Amount"). Payment for additional services shall be made in accordance with the rates and terms provided for the Original Agreement.

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

HAKS Engineers, Architects and Land Surveyors

By: 

Name: Husam Ahmad

Title: Chairman and CEO

Date: _____

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

NOTARY PUBLIC

Qualified in Kings County
Commission Expires March 10, 2016

COUNTY OF NASSAU)

NOTARY PUBLIC

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: HAKS Engineers, Architects, and Land Surveyors, P.C.
Address: 68 South Service Road, Suite 100
City, State and Zip Code: Melville, NY 11747
2. Entity's Vendor Identification Number: 13-3779703
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ **Corporation** Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Husam Ahmad, P.C., 35 Greenway North, Forest Hills, NY 11375

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Husam Ahmad, P.C., 35 Greenway North, Forest Hills, NY 11375

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

See attached.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A



DISCLOSURE STATEMENT

List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Name	Relationship
HAKS Engineers, P.C. (Connecticut Corporation)	Affiliate
HAKS Engineers, Architects and Land Surveyors, P.C. (New Jersey Corporation)	Affiliate
HAKS, LLC	Affiliate
HAKS Engineers, Inc.	Affiliate
HAKS Group, Inc.	Affiliate
HASA Construction, LLC	Affiliate
HASA Realty, LLC	Affiliate

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

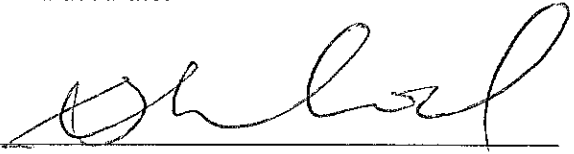
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5/28/15

Signed: 

Print Name: Shahid Akhtar

Title: Chief Financial Officer

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Federal ID No.	% Owned	Firm/Company Name	Firm/Company Address
13-3779703	100% Husam Ahmad	HAKS Engineers, Architects & Land Surveyors, P.C. (NY)	40 Wall Street, 11th Fl, New York, NY 10005
72-1582087	100% Husam Ahmad	HAKS Engineers, P.C. (CT)	306 Industrial Park Road, Ste. 201 Middletown, CT 06457
26-2080840	60% Husam Ahmad	HAKS LLC	306 Industrial Park Road, Ste. 201 Middletown, CT 06457
06-1578971	100% Husam Ahmad	HAKS Engineers, Architects & Land Surveyors, P.C. (NJ)	33 Wood Avenue South, Ste 830 Iselin, NJ 08830
26-2290537	100% Husam Ahmad	HAKS Engineers, Inc. (MD)	401 East Pratt Street, Ste 2245 Baltimore, MD 21202
43-3764495	100 % Husam Ahmad	HAKS Group, Inc. (NY)	40 Wall Street, 11th Fl, New York, NY 10005
27-2070312	45% Husam Ahmad	JED Engineering, P.C. (NY)	65 Roosevelt Avenue, Suite 100 Valley Stream, NY 11581
13-3841324	45% Husam Ahmad	Simco Engineers, PC (NY)	80 Malden Lane, Suite 501 New York, NY 10005

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: HAKS Engineers, Architects and Land Surveyors

CONTRACTOR ADDRESS: 40 Wall Street 11 th Floor
New York NY 10005

FEDERAL TAX ID : 133779703

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on December 3rd, 2010. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on website. N/A [#] of potential proposers requested copies of the RFP. Proposals were due on January 5th, 2011. Eleven proposals were received and evaluated. The evaluation committee consisted of: Rakhal Maitre, Richard Millet, Robert Labaw and Valiant Yeung. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on November 13, 2013. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after an RFP was issued and eleven (11) proposals were evaluated. Attach is a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

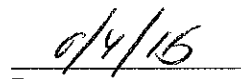
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Contract ID#: B50680C



CFPW13000029

Department: Public Works

CF 189-13

CF (Capital)**Contract Details**

SERVICE _____

NIFS ID #: _____ NIFS Entry Date: _____ Term: from Commencement to 8/26/2015

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES# _____		

Agency Information

Vendor	
Name	Vendor ID#
HAKS Engineers, Architects, & Land Surveyors, P.C.	133 77 97 03
Address	Contact Person
40 Wall Street 11 th Floor New York, NY 10005	Jeffrey Terzakis
	Phone
	(212) 747-1997 x 522

County Department	
Department Contact	
Rakhal Maitra P.E.	
Address	
1194 Prospect Avenue Westbury NY	
Phone	
(516) 571-9611	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	8/2/13	<i>[Signature]</i>
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	8/1/13	<i>[Signature]</i>
	OMB	NIFS Approval	<input type="checkbox"/>	8/2/13	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
8/30/13	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	8/30/13	<i>[Signature]</i>
	County Attorney	CA Approval as to form	<input type="checkbox"/>	8/30/13	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	8/30/13	<i>[Signature]</i>
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>	8/30/13	<i>[Signature]</i>
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	8/30/13	<i>[Signature]</i>
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	8/30/13	<i>[Signature]</i>

PRCF1205 (12/05)



Contract Summary

Description:
Purpose: To retain a firm for the performance of Construction Management Services including consulting, pre-construction phase, construction phase, and post construction phase services, for the erection of a new, 3 story, precast concrete Precinct Station Building (+/- 25,000 SF total), located at 900 Merrick Road, Baldwin, New York.
Method of Procurement: RFP- A qualification based rating system in accordance with established DPW procedures.
Procurement History: The Department issued a Request For Proposals on April 12, 2011, and responses were received from eleven (11) firms on May 12, 2011. Each of the firms submitted a technical proposal and a separately sealed cost proposal as required.
Description of General Provisions: This is a term contract that expires <u>24 months</u> from the date of signing.
Impact on Funding / Price Analysis: Funding source for Construction Management Services is available through Capital Project Number B50680.
Change in Contract from Prior Procurement: Not Applicable
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	50
Resp:	680
Object:	000
Transaction:	CF

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$997,628.
Other	\$
TOTAL	\$997,628.

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/50680/00003	\$997,628.
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$997,628.

Document Prepared By: Robert M. LaBaw, R.A., Architect III

Date: 8/28/13

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date	Date	E #:

11/8/13 11/8/2013 11-13-13 (For Office Use Only)

E/89-13

RULES RESOLUTION NO. ²⁶⁸-2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF PUBLIC WORKS, AND HAKS
ENGINEERS, ARCHITECTS, & LAND SURVEYORS, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-7-13
YEAS
YEAS 7 NAYES 0 ABSTAINED 0 RECUSED 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with HAKS Engineers, Architects, & Land Surveyors, P.C. to provide
construction management services, a copy of which is on file with the Clerk
of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with HAKS Engineers, Architects, & Land Surveyors, P.C.

RULES RESOLUTION NO. – 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND HAKS ENGINEERS, ARCHITECTS, & LAND SURVEYORS, P.C.

WHEREAS, the County has negotiated a personal services agreement with HAKS Engineers, Architects, & Land Surveyors, P.C. to provide construction management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with HAKS Engineers, Architects, & Land Surveyors, P.C.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: HAKS Engineers, Architects, & Land Surveyors, P.C.

CONTRACTOR ADDRESS: 40 Wall Street / 11th Floor / New York, NY 10005

FEDERAL TAX ID #: 133 77 97 03

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☑ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on April 22, 2011. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the County of Nassau website. Eleven (11) potential proposers requested copies of the RFP. Proposals were due on May 12, 2011. Eleven (11) proposals were received and evaluated. The evaluation committee consisted of: Shila Shah-Gavnaudias, Commissioner; Rakhal Maitra, Deputy Commissioner; Kenneth Arnold, Assistant to the Commissioner; Richard Millet, Deputy Commissioner; Michael Giardina, Building Construction Inspector III; and Robert LaBaw, Architect II, Project Manager. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____, [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

8/29/12
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

N. W. W. W.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Incorporated, Nassau Local 830
Att: John Rinaldo

FROM: Department of Public Works

DATE: May 25, 2011

SUBJECT: Proposed DPW Contract Number: B50680C
Construction Management Services

On April 28, 2011, we sent a memo to CSEA indicating that we intended to issue the above referenced contract for bidding purposes. In response, you sent us a letter dated May 9, 2011, which essentially stated that County employees should be given the opportunity to perform the work themselves.

Please be advised that Construction Management Services for a Capital Project of this nature have historically and traditionally been provided by a consulting firm. We have reviewed the scope, complexity, and timing of the proposed work and found it to be beyond the capabilities of the Department's Engineering Design Staff.



Shila Shah-Gavnoudias
Commissioner

SSG:RM:lmm

c: Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Jerry Laricchiuta, President, CSEA Local 830
Ronald Gurrieri, Executive Vice-President, CSEA Local 830
Robert Campo, Unit President, CSEA Local 830
→ Robert LaBaw, Architect II





Inter-Departmental Memo

TO: Robert LaBaw
Architectural Design Unit
FROM: Shila Shah-Gavnoudias, Commissioner
DATE: 5/12/2011
SUBJECT: DPW Buck Slip Number 5400

My office has been contacted regarding the following issue(s).

Please prepare for my signature a written response to the constituent, indicating the resolution of this matter.

Thank you for your immediate attention.

Originator: CSEA Nassau Local 830

Reply to: John Rinaldo

Address1: 400 County Seat Drive

Address2: Mineola, New York 11501

Address3:

Source: L

Topic: CSEA Contracts

Reply by Date: 6/8/2011

Phone (H):

Phone (B):

ext:

Phone (C):

Fax:

Rec. Date: 5/11/2011

Rec. Time: 9:46 AM

Who Rec: PL

Description: CCS #:

Constituent Letter Date: 5/9/2011

Contracts B50680C Construction Management for Concrete Police Precinct Building.

'CC:' for Letters:

RM

Jerry Laricchiuta, President, CSEA Local 830

Ronald Gurrieri, Executive Vice President, CSEA Local 83

Robert Campo, Unit President, CSEA Local 830

#5400 Labaw

The Civil Service Employees Association, Inc.
Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO



#5400

May 9, 2011

Jerry Laricchiuta
PRESIDENT

Ron Gurrieri
Exec. Vice Pres.

Scott Mulholland
Vice Pres.

Lynne Kramer
Vice Pres.

Kenneth Nicholson
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Nancy Ianson
Secretary

Debra O'Connell
Treasurer

Kenneth G Arnold' Assistant to Commissioner
Department of Public Works

Re: Contracts B50680C Construction Management for Concrete Police Precinct Building

Dear Kenneth G Arnold:

Please allow this letter to serve as a response to your letter of April 28, 2011 regarding the above mentioned assignment of CSEA Unit work to persons not in the CSEA Unit.

Due to the fact that Class Specifications of the Nassau County Civil Service allow for civil servants and therefore *CSEA Bargaining Unit Employees* to perform said proposed tasks, it is only logical and in "Good Faith" that County employees be allowed to "satisfy the County's needs", thereby avoiding "the unnecessary assignment of CSEA unit work to persons not in the CSEA Unit", (section 32-1 of the C.B.A.).

CSEA proposes as an "alternative to satisfy the County's needs", that current or anticipated County employees (who are or would be CSEA bargaining unit members), perform the duties requested in the proposed subcontract.

Pursuant to Section 32-3, I am ready, willing and able to meet with you at your earliest convenience to meet and confer with respect to CSEA's proposals.

Please immediately advise as to your availability.

Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "John Rinaldo".

John Rinaldo
CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830
Ron Gurrieri
Bob Campo, Unit President
File

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: July 5, 2011

SUBJECT: Nassau County Police 1st Precinct/900 Merrick Road/Baldwin, NY
Capital Project No.: 50680
Agreement B50680C
Recommendation of Firm for Construction Management Services

The Department of Public Works intends to procure Construction Management (CM) Services including consulting, pre-construction phase, construction phase and post-construction phase services, for the erection of a new, three (3) story, precast concrete Precinct Station Building (+/- 25,000 SF total), located at 900 Merrick Road, Baldwin, NY. The scope of the project includes select and phased demolition of existing structures, new site improvements, and construction of architectural, structural, mechanical, electrical, plumbing, fire protection, communication, and security systems.

The technical proposals were evaluated by professional staff within the Department by: Shila Shah-Gaymoudias, P.E., Commissioner; Rakhal Maitra, P.E., Deputy Commissioner; Richard P. Millet, Deputy Commissioner; Kenneth G. Arnold, P.E., Assistant to Commissioner; Michael Giardina, Building Construction Inspector III; and Robert LaBaw, Architect II, Project Manager. The results of the Technical Evaluation including Cost Proposals are as follows:

FIRM NAME	Tech. Proposal Score	Rank	Proposed Fee
HAKS	93.83	1	\$997,628.00
Jacobs Project Management	92.5	2	\$1,193,144.82
URS/Hirani	88.5	3	\$1,102,562.00
Cashin Associates	85.5	4	\$1,140,104.00
Slaney Bowne & Son	83.5	5	\$1,019,259.10
Gibbons, Esposito & Boyce	80.5	6	\$462,344.50
Greyhawk	80.33	7	\$550,266.00
McKissack & McKissack	79.0	8	\$1,115,992.00
Cashin, Spinelli & Perretti	75.83	9	\$2,600,889.00
The Morganti Group	75.33	10	\$764,656.00
SCC CM Group	75.0	11	\$683,750.00



K:\Support Staff\Author\LaBaw, Robert\Rec of Award CM Services.doc

Office of the County Executive

July 5, 2011

Page 2

Subject: Nassau County Police 1st Precinct/900 Merrick Road/Baldwin, NY
Capital Project No.: 50680
Agreement B50680C
Recommendation of Firm for Construction Management Services

In our professional judgment and as selected from the top five (5) rated firms, HAKS, having received the highest technical rating and proposing the lowest fee, presents the best value to the County. Furthermore, it is the Department's recommendation that HAKS be retained to provide Construction Management Services.

We are requesting authorization to use the Agreement Number B50680C, entered with HAKS, to supply the Construction Management Services required for the completion of the referenced project work.

Funding is available under Capital Project Number 50680, Police Department Precincts & Auxillary Precincts Renovation and Modernization.

If you approve or disapprove of the above referenced request, please signify below and return this memo to this office for appropriate action.

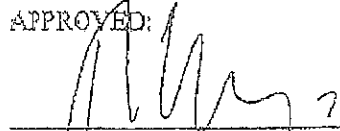


Shila Shah-Gaynoudias
Commissioner

SSG:RM/cg

c: Rakhal Maltra, Deputy Commissioner
Richard P. Millet, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Michael Giardina, Building Construction Inspector III
Robert LaBaw, Architect II

APPROVED:


Richard R. Walker
Chief Deputy County Executive

Date

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

REQUEST TO INITIATE
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID
CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ

☐ RFP

☐ RFBC

Project No.: 50680

Project Title: Proposed 1st Precinct
900 Merrick Road
Baldwin, NY

Department: Public Works

Date: April 25, 2011

Service Requested: Complete Construction Management services including consulting, pre-construction, construction and post-construction phase services for a new "prototypical", 3 story, precast concrete Precinct Station Building (+/- 25,000 SF total), located at 900 Merrick Road, Baldwin, NY.

Justification: The existing Precinct Station Building is at the end of its life expectancy (having initially been converted from a dwelling), and currently does not meet the needs of the Community.

Estimated Construction Cost: \$11.3 M

Date RFBC Due: May 12, 2011

Department Head Approval:

☒ YES

☐ NO

CDCE/Ops Approval:

☒ YES

☐ NO

SIGNATURE

SIGNATURE

4/29/11

PART II: To be submitted to Chief Deputy County Executive for Operations after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____

CDCE/Ops Approval:
SSG:RM:dmp

YES

NO

Signature _____

HAKS

40 WALL STREET
11TH FLOOR
NEW YORK, NY 10005
(212) 747-1997

citibank
CITIBANK N.A. MEMBER FDIC
1-8-210

CHECK DATE July 26, 2011

PAY Five Hundred Thirty Three and 00/100 Dollars
TO THE ORDER OF Nassau County Dept. of Public Works

AMOUNT 533.00



M. Rahman
AUTHORIZED SIGNATURE

Details on back.


⑆00095401⑆ ⑆021000089⑆ 14814670⑆


HAKS ENGINEERS, ARCHITECTS AND LAND SURVEYORS, P.C.

95401

Check Date: 7/26/2011

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
REP#PW-B506808	7/25/2011	000000036729	533.00			533.00
Nassau County Dept. of Public Works		TOTAL	533.00			533.00
1004 Citibank	15	V5411				



HAKS
 40 WALL STREET
 15TH FLOOR
 NEW YORK, NY 10003
 (212) 747-1897


CITIBANK
 1.8.210

CHECK DATE: JUN 26, 2011

PAY Five Hundred Thirty Three and 00/100 Dollars
 TO THE ORDER OF Nassau County Dept. of Public Works

AMOUNT: 533.00


 AUTHORIZED SIGNATURE

⑈00045401⑈ ⑈021000089⑈ ⑈14814670⑈

Pay to the order of
 Treasurer of Nassau County
 DEPARTMENT OF PUBLIC WORKS
 For Deposit
 TREASURER OF NASSAU COUNTY

FOR DEPOSIT ONLY
 NASSAU COUNTY TREASURER
 GENERAL ACCOUNT
 ACCOUNT # 20004517434

WELLS FARGO ⑈091000019⑈
 2223096919 09/06/11

Posted	: 09/07/2011
Bank	: 00000000
R/T	: 021000089
Account	: 14814670
Check	: 95401
Amount	: 533.00
DIN	: 149100713912

K. La Baw

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Incorporated, Nassau Local 830
Att: John Rinaldo

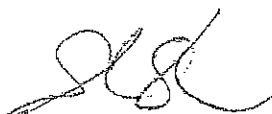
FROM: Department of Public Works

DATE: May 25, 2011

SUBJECT: Proposed DPW Contract Number: B50680C
Construction Management Services

On April 28, 2011, we sent a memo to CSEA indicating that we intended to issue the above referenced contract for bidding purposes. In response, you sent us a letter dated May 9, 2011, which essentially stated that County employees should be given the opportunity to perform the work themselves.

Please be advised that Construction Management Services for a Capital Project of this nature have historically and traditionally been provided by a consulting firm. We have reviewed the scope, complexity, and timing of the proposed work and found it to be beyond the capabilities of the Department's Engineering Design Staff.



Shila Shah-Gavnoudias
Commissioner

SSG:RM:Imm

c: Rakhal Maitra, Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Jerry Laricchiuta, President, CSEA Local 830
Ronald Gurrieri, Executive Vice-President, CSEA Local 830
Robert Campo, Unit President, CSEA Local 830
→ Robert LaBaw, Architect II





Inter-Departmental Memo

TO: Robert LaBaw
Architectural Design Unit
FROM: Shila Shah-Gavnoudias, Commissioner
DATE: 5/12/2011
SUBJECT: DPW Buck Slip Number 5400

My office has been contacted regarding the following issue(s).

Please prepare for my signature a written response to the constituent, indicating the resolution of this matter.

Thank you for your immediate attention.

Originator: CSEA Nassau Local 830

Reply to: John Rinaldo

Address1: 400 County Seat Drive

Address2: Mineola, New York 11501

Address3:

Source: L

Topic: CSEA Contracts

Reply by Date: 6/8/2011

Phone (H):

Phone (B):

ext

Phone (C):

Fax:

Rec. Date: 5/11/2011

Rec. Time: 9:46 AM

Who Rec: PL

Description: CCS #: Constituent Letter Date: 5/5/2011

Contracts B50680C Construction Management for Concrete Police Precinct Building.

'CC:' for Letters:

RM

Jerry Laricchiuta, President, CSEA Local 830

Ronald Gurrieri, Executive Vice President, CSEA Local 83

Robert Campo, Unit President, CSEA Local 830

#5400 Bob Labaw

The Civil Service Employees Association, Inc.
Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO



#5400

May 9, 2011

Jerry Laricchiuta
PRESIDENT

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Kenneth G Arnold' Assistant to Commissioner
Department of Public Works

Re: Contracts B50680C Construction Management for Concrete Police Precinct Building

Dear Kenneth G Arnold:

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Due to the fact that Class Specifications of the Nassau County Civil Service allow for civil servants and therefore *CSEA Bargaining Unit Employees* to perform said proposed tasks, it is only logical and in "Good Faith" that County employees be allowed to "satisfy the County's needs", thereby avoiding "the unnecessary assignment of CSEA unit work to persons not in the CSEA Unit", (section 32-1 of the C.B.A.).

CSEA proposes as an "alternative to satisfy the County's needs", that current or anticipated County employees (who are or would be CSEA bargaining unit members), perform the duties requested in the proposed subcontract.

Pursuant to Section 32-3, I am ready, willing and able to meet with you at your earliest convenience to meet and confer with respect to CSEA's proposals.

Please immediately advise as to your availability.

Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Very Truly Yours,

John Rinaldo
CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830
Ron Gurrieri
Bob Campo, Unit President
File



Inter-Departmental Memo

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Architectural Design Unit
FROM: Shila Shah-Gavnoudias, Commissioner
DATE: 5/12/2011
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Source: L

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Constituent Letter Date: 5/9/2011

Contracts B50680C Construction Management for Concrete Police Precinct Building.

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May 9, 2011

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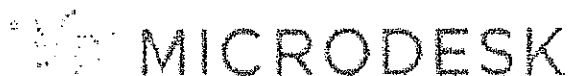
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Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Very Truly Yours,

John Rinaldo
CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830
Ron Gurrieri
Bob Campo, Unit President
File



September 19, 2011

OID: 1-FTU2P

Niraj Maskey
Haks Engineers - NY
161 Maiden Lane Fl 5
New York, NY 10038

Dear Niraj,

I am pleased to present pricing for your review and consideration as follows:

Quantity	Product	Unit Price	Unit Price	Unit Total
5	Primavera Contract Management	\$2,000.00	\$1,700.00	\$8,500.00
5	Primavera Contract Management 1st yr Maintenance	\$440.00	\$440.00	\$2,200.00
6	Primavera Professional Services - Daily Rate (3 days for configuration and installation and 3 days for training)	\$1,750.00	\$1,675.00	\$10,050.00
5	Primavera Contract Management (v13.0) Media Pack	\$20.00	\$20.00	\$100.00
Total:				\$22,800.00
Total:				\$20,850.00
Savings:				\$1,950.00

*Sales Tax and Shipping Additional
Pricing Valid Through December 2011*

Training Services

Microdesk provides a variety of professionally-led training options including open enrollment training, Custom classroom, on-site and web based training. Please let me know if I can assist you in developing a training curriculum that meets your needs.

Support

Maintenance customers receive unlimited technical phone support for the length of the contract.
<http://www.oracle.com/support/contact.html> 1.800.223.1711

Downloading Software

You can obtain the software and installation guide from the Oracle eDelivery website:
<http://edelivery.oracle.com/>

Business Process and Technology Consulting

With a team of more than 40 AECO professionals and software developers, our professional services group provides consulting to streamline operations, implement and standardize the use of technology, integrate applications and build solutions from the ground up. Please let me know how we can engage our professional services group to assist you and your firm.

Sincerely,

Janet Pincus
Government Account Manager
jpincus@microdesk.com
(646) 351-8050

PROPOSAL ACCEPTANCE:

To accept this proposal, please sign below and email to jpincus@microdesk.com at Microdesk, Inc. Receipt of this signed proposal indicates acceptance of the terms and conditions stated within and any additional terms or conditions submitted with this signed proposal do not apply.

Submitted and Accepted By:

Authorized Client Signature

Date

Print Name

P.O. # or Ref # (Please remit
copy with signed proposal)

Tax Exempt: ☐ Yes ☐ No (If yes please provide copy of exemption certificate)

Payment Method:

☐ Credit Card (Please provide card info below)

☐ 3rd Party Financing

☐ Net Terms (Prior credit approval required)

*Sales Tax and shipping are additional – refer to invoice for total charges

Credit Card Payment:

Card Number

Verification Code

Exp Date

Card Type (visa, Amx, etc.)

Name on Card

Billing Address for Name on Card

City, State, Zip Code

Accounts Payable Contact (required):

Name

Email Address

Telephone

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) **HAKS Engineers, Architects, & Land Surveyors, P.C.**, a consultant firm having its principal office at 40 Wall Street / 11th Floor New York, NY 10005 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on **August 28, 2015** (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to **One (1)** year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of the performance of Construction Management Services including consulting, pre-construction phase, construction phase, and post construction phase services, for the erection of a new, 3 story, precast concrete Precinct Station Building (+/- 25,000 SF total), located at 900 Merrick Road, Baldwin, New York. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to a maximum of **Two and Two Tenths (2.2)** times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times **One (1.0)**, exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed **One Hundred Seventy Five (\$175.00)** dollars per hour.

(d) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.

(2) Testing Laboratory Services, controlled inspections, and the like.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Prolog Software Licenses and support, if requested by the Department to use this proprietary information management system.

(5) Reproduction of design development and construction document drawings, specification, reports, and other documents. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.

(6) Direct costs incurred in the relocation of the Firm's temporary field offices.

(7) Other comparable expenses as approved by the Department.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **Nine Hundred Ninety Seven Thousand, Six Hundred Twenty Eight (\$997,628.00) dollars.**

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments In Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County,

proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm

shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Firm's Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L." ✓

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm's Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm's Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with

the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm's Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm's Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm's Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm's Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation

Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm's Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment

and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Firm is using a Firm's Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm's Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of five hundred thirty three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

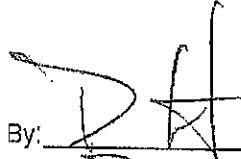
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally lefty blank}

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

[FULL LEGAL NAME OF FIRM IN ALL CAPS]

By: 

Name: DAVID HECHT

Title: VICE PRESIDENT

Date: 8/29/13

NASSAU COUNTY

By: 

Name: Richard E. Walker

Title: Chief Deputy County Executive

Date: 11/13/13

PLEASE EXECUTE IN BLUE INK

[Note to Departments]: County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 29th day of August in the year 2013 before me personally came David Hecht to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Westchester; that he or she is the Vice President of Haks Engineers, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Diane M. Pyne

DIANE M. PYNE

NOTARY PUBLIC-STATE OF NEW YORK

No. 01PY6180441

Qualified in Nassau County

My Commission Expires January 14, 2016

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 13 day of November in the year 2013 before me personally came Richard R. Watter to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Doreen R. Fennica

DOREEN R. FENNICA

NOTARY PUBLIC

STATE OF NEW YORK

COMMISSION NO. 01PE6170832

EXPIRES 7/23/2015

APPENDIX "A"

PRELIMINARY SCHEDULE and PHASING PLAN

PHASE 1: 14 MONTHS

- CONSTRUCT PARKING LOT AT HISTORIC BUILDINGS LOT, WITH INGRESS/EGRESS AT HARRISON AVENUE AND MERRICK ROAD.
- PROVIDE CONSTRUCTION FENCE TO SECURE SITE AND SEPARATE EXISTING PRECINCT BUILDING FROM CONSTRUCTION ACTIVITIES. PROVIDE PROTECTION FOR EXISTING ANTENNA TO REMAIN AND PROTECTED PATH FROM EXISTING SOUTH EGRESS DOOR AWAY FROM CONSTRUCTION ZONE.
- DEMOLISH EXISTING HUNTINGTON LEARNING CENTER BUILDING
- DEMOLISH EXISTING GARAGE AND MISCELLANEOUS STRUCTURES AS REQUIRED. REMOVE EXISTING UNDERGROUND GAS STORAGE TANKS AND EXISTING GAS PUMP.
- RELOCATE EXISTING GENERATOR TO TEMPORARY LOCATION AND PROVIDE CONNECTION TO EXISTING POLICE BUILDING.
- RAISE CONSTRUCTION SITE OF NEW FIRST PRECINCT APPROXIMATELY 2-3 FEET.
- CONSTRUCT NEW FIRST PRECINCT BUILDING EXCLUSIVE OF PHASE 2 ENTRANCE CANOPY AND PORTION OF VESTIBULE.
- COORDINATE CONNECTION OF ANTENNA TO NEW BUILDING AND RELOCATION OF GENERATOR TO PERMANENT LOCATION WITH THE MOVE OF POLICE ACTIVITIES INTO THE NEW FACILITY.
- CONNECT EXISTING ANTENNA TO NEW FIRST PRECINCT BUILDING.

STAGE 2: 4 MONTHS

- AFTER POLICE MOVE INTO NEW FIRST PRECINCT BUILDING, DEMOLISH EXISTING FIRST PRECINCT BUILDING. PROVIDE SITE SECURITY AND PROTECTION OF PUBLIC AS REQUIRED AND PROVIDE PROTECTED PATH FOR PUBLIC ACCESS TO FRONT DOOR OF NEW BUILDING.
- CONSTRUCT CANOPY AND REMAINDER OF VESTIBULE OF NEW BUILDING.
- COMPLETE SITE WORK.
- REMOVE CONSTRUCTION FENCE AND ANY TEMPORARY CONSTRUCTION.

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of

affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (i) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Husam Ahmad (Name)

40 Wall Street, 11th Floor New York, NY 10005 (Address)

212-747-1997 (Telephone Number)

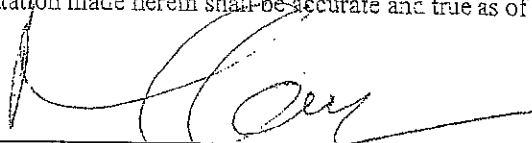
2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

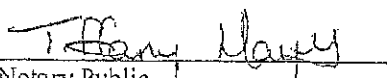
7/29/11
Dated


Signature of Chief Executive Officer

Husam Ahmad
Name of Chief Executive Officer

Sworn to before me this

29th day of July, 2011


Notary Public

TIFFANY J. MAYERS
Notary Public, State of New York
No. 01MA6183244
Qualified in Kings County
Commission Expires March 10, 2012

EXHIBIT "A"

Scope of Services

1. Introduction

The County intends to construct a new, 3 story, precast concrete Precinct Station Building (+/- 25,000 SF total), located at 900 Merrick Road, Baldwin, NY (the "Project"). The new building shall sit on a roughly 1.17 acre site (+/- 51,000 square feet), which includes a 43 space parking lot, existing vehicle garage (to remain), existing communications antenna (to remain), and existing vehicle fueling facilities (to remain), which are contiguous to the existing 1st Precinct Building (to remain and be occupied throughout construction – to be demolished after occupancy of the new Precinct Building).

The County requires the Construction Manager (CM) to provide consulting, pre-construction, construction and post-construction phase services. The scope of services to be performed in the respective phases (which may overlap) is summarized below.

2. Basic Services

- 2.1 Project Labor Agreement Services – The Firm will perform a Single Prime Project Labor Agreement (PLA) feasibility study, to determine whether it would be in the County's best interests to negotiate a PLA, and if so determined; negotiate the PLA with the construction trade unions on the County's behalf. In the event a PLA is executed by or on behalf of the County, the CM shall incorporate same in the contract documents, and shall administer the PLA during the construction phase of the project. Please note that a Master PLA document will be available for necessary project specific amendments by the CM

2.2 Pre- Construction Services

- 2.2.1 Meetings – Meet with the County, Architect, and stake-holders bi-weekly to review design progress and collaboratively plan the construction. Special meetings will be scheduled as the need arises, and participation by the CM at these meetings shall be at no additional cost to the County.
- 2.2.2 Planning and Scheduling – The CM shall be continuously engaged in planning the project in the pre-construction phase. Review the preliminary schedule and phasing plans prepared by the Architect (Attachment A) and revise, refine, develop and take "ownership" of the schedule and phasing plans. The CM shall be responsible for preparing the overall project schedule, logistical planning, and phasing plans, which will define the parameters for performing the Work without disruption to the Facility's services and operations, or impairment/breach of security.
- 2.2.3 Constructability Review – Perform a review of the proposed bid documents (at 100% CD stage), and provide written comments and recommendations to the County, concerning constructability of the documents. The construction documents (drawings and specifications) shall be reviewed for clarity, consistency, completeness, and to avoid potential change orders or claims. Such review shall be for the sole benefit of the County, and any benefit derived by the Architect shall be merely incidental. Upon completion of the Constructability Review, confer with the County and Architect, as appropriate.
- 2.2.4 Construction Estimate – Prepare an independent construction cost estimate (at 100% CD stage), broken down for each bid package. Each estimate shall be based on quantity take-off; and shall be correlated with the respective bid package. Reconcile each estimate with the independent estimate prepared by the Architect. In the event that the reconciled estimates exceed the budget, confer with the Architect and prepare joint recommendations for bringing the project within budget. With the

concurrence of the County, revise the reconciled estimates to reflect the effect of implementing the recommendations. Such revisions shall be at no additional cost to the County.

- 2.2.5 Construction Documents – Collaborate with the Architect and the County, and augment the County's standard Division 1 (front-end) contract documents. Customize and augment the County's standard front-end documents to meet the needs of this project, including, but not limited to, preparing Supplementary Conditions, site logistic plans, phasing plans, phasing/milestone schedules, and narratives. This effort is to delineate for potential bidders, the parameters for performing the Work without disruption to the Facility's services and operations, or impairment/breach of security.
- 2.2.6 Procurement Services – Consult with the County regarding the procurement strategy, and make recommendations for the packaging of construction contracts. Assist the County in advertising bids; developing bidder interest; conducting bid walk-through with prospective bidders; preparation and distribution of addenda; obtaining, tabulating and analyzing bids; investigating bidders; and in negotiating and awarding contracts for the construction of the project. It is anticipated, that at the minimum, a "demolition and abatement" package, a separate "construction" package will be procured.

2.3 Construction Phase Services

- 2.3.1 Commencement and Duration – The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the project in its entirety by the County. The construction phase is scheduled for 18 months.
- 2.3.2 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractors (CCs), building tenants, and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the building occupants. Coordinate the installation of County-furnished material, equipment and furniture with the work of the CCs. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CCs. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, etc. The CM recognizes that the existing building will be occupied 24 hours/day, 7 days/week, and that the construction will have to be closely monitored, and work (especially potentially disruptive work) will need to be scheduled accordingly.
- 2.3.3 Site Conditions – As portions of the work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County and the Architect, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County and the Architect to devise appropriate modifications to the Contract Documents.
- 2.3.4 Quality Assurance – The CM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of each CC with respect to conformance to the Construction Documents. The CM shall endeavor to guard the Owner against defects and deficiencies in the Work, and shall coordinate testing and controlled

inspection by third parties with the Work of the CCs. The CM shall promptly notify the County, Architect, and CCs, as applicable, of defective, deficient, and/or non-conforming Work, and shall make recommendations for correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.

- 2.3.5 Scheduling – The CM shall, with the cooperation of the CCs, prepare the Master Construction Schedule. This Schedule shall be prepared using the critical path method and Primavera P3 (or later version) software, and shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administering the CCs' contract provisions. The CM shall evaluate CCs' requests for extension of the Contract time, and advise the County confidentially on the quantum and merits of such requests. Update the Master Schedule monthly to show progress. Compile 2 week look-ahead schedules from the Master Schedule and augment same with detail provided by the CCs. Prepare Schedule updates as necessary to reflect changes and show the impact of changes to the critical path and completion milestones. Confer with the CCs and prepare recovery schedules, as needed.
- 2.3.6 Cash Flow Forecast - With the cooperation of the CCs, CM shall prepare a cash flow forecast for the entire project, based on the project schedule, and shall revise same, whenever there is a significant change in the schedule that would warrant a revision to the cash flow forecast.
- 2.3.7 Monitor Progress – Monitor the progress of each CC's work and prepare written daily reports documenting the type and location of work performed, each contractor's labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CCs' contracts, to ensure that each CC's workforce is sufficient and the Work is being diligently prosecuted. Where progress is impeded by actions/inactions of the Architect, or others, bring such matters promptly to the attention of the County for resolution.
- 2.3.8 Information Management System – Implement an information management system to track and update the status of all pertinent project information, including CM's daily reports. Develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained for a period of six (6) years after completion of services. At the County's option, the CM may be granted access to the County's Prolog® software for use in document management (an allowance is included in the fee proposal for Prolog® software licenses and support). The CM shall track all drawings, CCs' submittals, meeting minutes, requests for information, supplementary bulletins, changes orders, CCs' requisitions/payments, correspondence, reports, and all documents which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well-organized and the information maintained current at all times. The CM shall receive the CCs' submittals such as shop drawings, product data, and samples; promptly review them for completeness and responsiveness; log and finally distribute them to the Architect for review and approval; within 48 hours of receipt by CM of CCs' submittals. The CM shall return submittals to the CCs within 24 hours of receipt from the Architect, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, operations and maintenance manuals, spare parts and attic stock provided by the CCs.

- 2.3.9 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CCs. CM shall correlate CCs' payment requests with the progress of the Work, and take into account any deficiencies in the Work for which payment is being requested, in making his recommendation. The CM's recommendation for payment shall constitute a representation to the County, that, to the best of the CM's knowledge, information and belief, the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. In addition, the CM shall track payments to CCs, document construction expenditures, and assist the County with documentation for requests for grants and/or State aid.
- 2.3.10 Meetings - schedule and conduct regular weekly meetings with the CCs, the Architect, the County, and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related to the Project. The CM shall also attend weekly meetings with the County and/or the Architect. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.
- 2.3.11 Reporting - The CM shall prepare monthly written progress reports and deliver 5 copies of same to the County, no later than the 10th day of the following month. Such reports shall include the following information at a minimum:
- A. Executive Summary
 - B. Progress Narrative - supported by photographs and the project schedule updated to show progress
 - C. Issues Report - Report on all critical and important issues, which require the attention of the County
 - D. Change Orders - log the status of change orders (e.g., potential, proposed, pending, processed)
 - E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
 - F. Budget Report
 - G. Log of Non-conforming or deficient work
 - H. Attachments - attach photographs, logs, reports, etc. which are germane to the Issues Report.
- 2.3.12 Safety - The CM shall require each contractor to submit its safety program and shall serve a central role in dissemination of safety-related information between CCs. The CM shall not have control over or charge of the Work and the CM shall not be responsible for CCs' means, methods, techniques, sequences or procedures, and/or for safety precautions and programs in connection with the Work of each of the CCs, since these are solely the CCs' responsibility. The CM shall not be responsible for a CC's failure to carry out the Work in accordance with the CC's Safety Programs, and/or applicable safety rules and regulations. Nevertheless, the CM shall promote safety and endeavor to guard against the creation of unsafe conditions by any CC.
- 2.3.13 Changes - The CM shall review all Supplementary Bulletins prepared by the Architect prior to their issuance, prepare cost estimates, review CCs' proposals and submit formal written recommendations, including confidential memoranda to the County, clearly delineating the scope of and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time, and assist the County in negotiating Change Orders. Where changes are or may be the result of the Architect's error or omission, the CM shall confidentially inform the County of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Supplementary Bulletins, Proposals and Change Orders.

2.3.14 Partial Occupancy and Beneficial Use - The CM shall assist the County in determining dates of Partial Occupancy of the Work, or portions thereof, designated by the County, and shall assist in obtaining any necessary temporary occupancy certificates. Review any lists prepared by the Architect of incomplete or unsatisfactory work, prepare schedules for completing and correcting the Work and monitor the completion/correction.

2.3.15 Field Office - The CM shall provide, maintain and subsequently remove its own temporary offices, during the construction phase. All CM's office equipment and supplies, including, but not limited to, telephones, computers (with software and high speed internet access), printers, copiers, scanners, facsimile machines, etc. shall be provided, maintained and subsequently removed by the CM, and the cost of same is included in the CM's Fee.

2.4 Construction and Post-Construction Phase Services

2.4.1 Contract Closeout - Conduct final inspections of the completed project with the Architect and County and assist the Architect, who will prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. It is understood that the project will be completed in phases and that multiple final inspections are needed. Compile project record documents collected during the construction phase and supplement with any information collected following occupancy. Review the as built drawings provided by the contractors and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Architect for the preparation of record drawings. Schedule and record/document the training of County personnel with respect to the operation and maintenance of building components and systems. Contract closeout is scheduled to be completed in 3 months following the completion of the construction phase.

2.4.2 CC Claims and Disputed Work - The CM shall promptly review CCs' claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the Architect for interpretation. Confer with the Architect, and advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the construction or post-construction phase. With the County's concurrence, prepare written response to CCs' claims, incorporating the Architect's determination, where applicable.

2.4.3 Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager, as defined herein. The services, recommendations, and advice furnished by the CM shall not be deemed to be warranties, or guarantees, or constitute the practice of any profession other than that of a professional Construction Manager. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Architect.

3 Additional Services

3.1.1 Extended Construction and/or Post Construction Phase Services: The CM shall provide hourly rates for all staff assigned to the project. The hourly rates shall include all costs, including overhead and profit. These rates shall be the sole basis for additional compensation for extended construction and/or post construction

phase staffing services.

- 3.1.2 Extended Field Office Costs – The CM shall provide a monthly rate for its field office, which shall include all costs (including overhead and profit) associated with providing and maintaining the field office at the site for a period exceeding 18 months.

EXHIBIT "B"

PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

A. BASIC SERVICES {Not-to-Exceed Fee}

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (Inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed **Eight Hundred Seventy Thousand, Six Hundred Twenty Eight (\$870,628.00) dollars**. The Firm shall be compensated for such services by an amount equal to a maximum of **Two and Two Tenths (2.2)** times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits.

Name	Title	Hourly Rate	Multiplier
Jeff Terzakis	Principle in Charge	\$175.00	1.0
Khaled Husein	Senior Project Manager	\$85.00	2.058
Ashraf Abdalla	Project Manager	\$62.00	2.2
Johan Cespedes	Office Engineer	\$37.00	2.2
Magdi Sidarous	Estimator	\$58.00	2.2
Saurin Pathak	Scheduling	\$58.00	2.2
Robert Milo	MEP Inspector	\$43.00	2.2

B. TEMPORARY FIELD OFFICES {Not-to-Exceed Fee}

The Firm shall be paid a total amount not to exceed **Twenty Seven Thousand (\$27,000.00) dollars**, (billed monthly) for the provision, maintenance and subsequent removal of its temporary field offices.

C. REIMBURABLE EXPENSES

1. Prolog licenses and support – the Firm shall be reimbursed for the actual costs incurred in connection with the use of Prolog Manager Software. Invoices must be substantiated by bills and payment records.
2. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.
3. Relocation of Field Office – the Firm shall be reimbursed for the actual cost incurred in connection with relocating its field office. Invoices must be substantiated by bills and payment records.
4. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.

5/10/13

B50680 C

EXHIBIT "B"**PAYMENT SCHEDULE**

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

A. BASIC SERVICES {Not-to-Exceed Fee}

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed **Nine Hundred One Thousand, Forty One (\$901,041.00) dollars**. The Firm shall be compensated for such services by an amount equal to a maximum of **Two and Two Tenths (2.2)** times the actual salaries or wages paid to the technical personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits.

Name	Title	Hourly Rate	Multiplier
Jeff Terzakis	Principal in Charge	\$175.00	1.0
Khaled Husein	Senior Project Manager	\$85.00	2.058
Sergey Zabudovsky	Project Manager	\$63.00	2.2
Lawrence Mohns	Constructability Review	\$66.00	2.2
Pierre Dillard, PE	MEP Construct. Review	\$59.50	2.2
TBD	Office Engineer	\$40.00	2.2
Magdi Sidarous	Estimator/Const. Review	\$58.00	2.2
TBD	Estimator	\$62.00	2.2
Hosney Abdelgelil	Scheduling/Arch. Review	\$63.00	2.2
TBD	MEP Inspector	\$46.00	2.2
TBD	MEP Inspector	\$46.00	2.2

B. TEMPORARY FIELD OFFICES {Not-to-Exceed Fee}

The Firm shall be paid a total amount not to exceed **Twenty Seven Thousand (\$27,000.00) dollars**, (billed monthly) for the provision, maintenance and subsequent removal of its temporary field offices.

C. REIMBURSABLE EXPENSES {Not-to-Exceed Fee of One-Hundred Thousand (\$100,000.00) dollars.}

1. Prolog licenses and support – the Firm shall be reimbursed for the actual costs incurred in connection with the use of Prolog Manager Software. Invoices must be substantiated by bills and payment records.
2. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.
3. Relocation of Field Office – the Firm shall be reimbursed for the actual cost incurred in connection with relocating its field office. Invoices must be substantiated by bills and payment records.
4. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.

COST PROPOSAL
(To be submitted in a separately sealed envelope)

DATED: May 12, 2011

PROPOSER: HAKS

CERTIFICATIONS:

X MBE
____ WBE
____ W/MBE

FEE

- I. **BASE FEE**
A - Not-to-exceed Fee \$ 870,628.00
B - Temporary Field Office \$ 1500 /month x 18 months \$ 27,000.00
- II. **ALLOWANCES**
A - REIMBURSABLE EXPENSES \$ 100,000.00
- TOTAL FEE ITEMS I - II ABOVE** \$ 997,628.00
- III. **MULTIPLIER, FOR USE IN SECTION 2 - EXTRA SERVICES OR ADDITIONAL SERVICES:** 2.2
(NOTE: Maximum Hourly Rate WITH Multiplier: \$175.00)
- V. Percentage of Fee to be performed by Sub-consultants
with WBE Certification: * %
with MBE Certification: * %

[AUTHORIZED REPRESENTATIVE OF PROPOSER]

By: HAKS

Name: Jeffrey Terzakis

Title: Senior Vice President

ATTACH STAFFING SCHEDULE WITH TITLES, HOURLY RATES AND MULTIPLIER(S) FOR ALL PROPOSED STAFF

*HAKS does not require the use of any subconsultants on this contract. However, HAKS is a certified MBE and therefore, 100% of the fee will be performed by an MBE firm.



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: HAKS Engineers, Architects and Land Surveyors

2. Dollar amount requiring NIFA approval: \$ 612,099.00

Amount to be encumbered: \$ 612,099.00

This is a ☐ New Contract ☐ Advisement ☒ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: extended one year

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Amend Contract - Time and Value

4. Funding Source:

☐ General Fund (GEN) ☐ Grant Fund (GRT)
☐ Capital Improvement Fund (CAP) Federal % ☐
☐ Other State % ☐
County % ☐

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☒ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☒ Yes ☐ No ☐ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Amend the Construction Management Contract for both duration and value as a result of delays in the construction of the First Precinct.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature J. A. Ollera Title _____ Date 6/15/15

Print Name _____

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature
Title
Date

Print Name _____

NIFA

Amount being approved by NIFA: _____

Signature	Title	Date
-----------	-------	------

Print Name _____

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

LINK TO:

ACTIVE

BALANCE (Y,M,Q,A) : A

FUNDING PERIOD :

CURRENCY CODE :

FISCAL MO/YEAR : 06 2015 JUNE 2015 PROJECT END DATE:

PROJECT : 50080 PRECINCT LOCATION STUDY

PROJECT DETAIL :

CHARACTER :

OBJECT : X

FUND TYPE :

FUND :

SUBFUND :

S	OBJECT DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
OA	CAPITAL PROCEEDS	58,450,000	13,802,039		-44,647,961
SA	STATE AID - REIMB		1,666,667		1,666,667
	REVENUE TOTAL	58,450,000	15,468,706		-42,981,294
OO	CAPITAL PROJECTS	58,450,000	5,420,222	12,359,253	40,670,525
AA	SALARIES, WAGES &		125,595		-125,595
AB	FRINGE BENEFITS		48,132		-48,132
HH	INTERFD CHGS - INT		92,543		-92,543

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
 F7-PRIOR PG F8-NEXT PG F9-LINK
 G014 - RECORD FOUND

LINK TO:

ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :

FISCAL MO/YEAR : 06 2015 JUNE 2015 PROJECT END DATE:

PROJECT : 50680 PRECINCT LOCATION STUDY

PROJECT DETAIL :

CHARACTER :

OBJECT : X

FUND TYPE :

FUND :

SUBFUND :

S	OBJECT DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
	EXPENDITURE TOTAL	58,450,000	<u>5,686,492</u>	12,359,253	40,404,255
	REVENUE LESS EXPE		9,782,214	-12,359,253	-2,577,039

F1-HELP

F2-SELECT

F4-PRIOR

F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

G012 - NEXT PAGE DISPLAYED

LINK TO:

VENDOR DETAIL

1:18 PM

ACTIVE

FISCAL MO/YEAR : 06 2015 JUNE 2015

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 133779703

HAK ENGINEERS AND LAND SURVEYORS PC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION						
	06/02/2015	109	CAPW15000090	01	PWCAPCAP	00003	9510201D	06 2015	
			ON-CALL BLDG CM-MISSION 5 -CONSTRUCTABILITY REVI						120,000.00
	06/02/2015	109	CAPW15000090	02	PWCAPCAP	00003	9510201D	06 2015	
			ON-CALL BLDG CM-MISSION 5 -CONSTRUCTABILITY REVI						70,711.40
	06/08/2015	136P	VGPW15000657	01	PWCAPCAP	00003		06 2015	
	05/15/2015	*610-016*	EST 16						-47,644.58

F1-HELP

F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

GO14 - RECORD FOUND

FAML6161 V4.2

LINK TO:

ACTIVE

FISCAL MO/YEAR : 05 2015 MAY 2015

VENDOR : 133779703

NIFS PRODUCTION SYSTEM

VENDOR DETAIL

06/09/2015

1:18 PM

09/2015

1:18 PM

BALANCE TYPE : 01 ENCUMBRANC

HAK ENGINEERS AND LAND SURVEYORS PC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	PERIOD
	DUE DATE		DESCRIPTION					AMOUNT	AMOUNT
	05/08/2015	136P	VGPW15000512	01	PWCAPCAP	00003		05 2015	04 2015
	04/09/2015	*610-015*	EST 15					-38,663.08	,530.00
	05/13/2015	109	CAPW15000083	01	PWCAPCAP	00003	9510201D	05 2015	04 2015
			ON-CALL BLDG CONSTR CM - C. MORLEY		ICE RINK			46,000.00	,242.78
	05/19/2015	136P	VGPW15000580	01	PWCSWCSW	00003		05 2015	04 2015
	04/29/2015	*697-011*	EST 11					-54,729.92	,281.76
	05/26/2015	136P	VGPW15000625	01	PWCSWCSW	00003		05 2015	04 2015
	05/11/2015	*697-012*	EST 12					-54,933.38	,527.20
									04 2015
									,102.35
									04 2015
									-975.29

F1-HELP

F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

LINK TO:

VENDOR DETAIL

1:18 PM

ACTIVE

FISCAL MO/YEAR : 13 2014 ADADJ2014

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 133779703

HAK ENGINEERS AND LAND SURVEYORS PC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION						
	01/06/2015	103	CFPW14000054	01	PWCAPCAP	00002	H6100104	13 2014	
			ON CALL CIVIL ENGINEERING AND SITE DESIGN						.01
	01/06/2015	109	CLPW14000054	01	PWCAPCAP	00003		13 2014	
			AMEND 1 -CM SERVICES-HIGHWAY,BRIDGE CONSTRUCTION						.01
	01/06/2015	136P	VGPW14001712	01	PWCAPCAP	00003		13 2014	
	01/06/2015	*610-12*	EST 12						-52,482.42
	01/14/2015	136P	VGPW15000057	01	PWCSWCSW	00003		13 2014	
	01/14/2015	*697-009*	EST 9						-63,896.16

F1-HELP

F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

LINK TO:

VENDOR DETAIL

1:18 PM

ACTIVE

FISCAL MO/YEAR : 08 2014 AUG 2014

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 133779703

HAK ENGINEERS AND LAND SURVEYORS PC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD
	DUE DATE		DESCRIPTION					AMOUNT
	08/01/2014	136P	VGPW14000787	01	PWCAPCAP	00003		08 2014
	08/01/2014	*565-A16*	EST 7					-16,200.80
	08/05/2014	103	CQPW14000014	01	PWSSW6100	DE504		08 2014
			CM SVCES-ENVIRONMENTAL CONSTRUCTION GROUP					.01
	08/19/2014	136P	VGPW14001017	01	PWCAPCAP	00003		08 2014
	08/13/2014	*610-007*	EST 7					-40,055.46
	08/21/2014	136P	VGPW14001023	01	PWCSWCSW	00003		08 2014
	08/15/2014	*697-004*	EST 4					-47,498.73
	08/28/2014	109	CAPW14000198	01	PWCAPCAP	00003		08 2014
			CM + CI SERVICES, ROAD RESURFACING PROJECTS					363,092.72

F1-HELP

F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

G014 - RECORD FOUND

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VENDOR DETAIL

1:19 PM

ACTIVE

FISCAL MO/YEAR : 05 2014 MAY 2014

BALANCE TYPE : 01 ENCUMBRANC

VENDOR : 133779703

HAK ENGINEERS AND LAND SURVEYORS PC

S	POST DATE	T/C	DOCUMENT	INDEX	SUBOBJ	BANK	CHECK NO	PERIOD	AMOUNT
	DUE DATE		DESCRIPTION						
	05/05/2014	136P	VGPW14000509	01	PWCAPCAP	00003		05 2014	
	05/01/2014	*F02*	EST 4					05 2014	-17,890.40
	05/12/2014	136P	VGPW14000528	01	PWCAPCAP	00003		05 2014	
	05/07/2014	*H670008CH-A14*	EST 14					05 2014	-3,942.40
	05/13/2014	103	CFPW13000045	01	PWCAPCAP	00003	90400	05 2014	
			ON CALL CONSTRUCTION MANAGEMENT SERVICES					05 2014	.01
	05/13/2014	103	CFPW14000014	01	PWCAPCAP	00003	670008DH	05 2014	
			ON-CALL CM FOR HIGHWAY/BRIDGE CONSTRUCTION					05 2014	.01
	05/15/2014	136P	VGPW14000524	01	PWCAPCAP	00003		05 2014	
	05/07/2014	*610-004*	EST 4					05 2014	-53,874.50
	05/30/2014	136P	VGPW14000612	01	PWCAPCAP	00003		05 2014	
	05/27/2014	*H670008CH-EA15*	EST 15					05 2014	-10,982.40

F1-HELP

F2-SELECT

F7-PRIOR PG

F8-NEXT PG

F9-LINK

GO14 - RECORD FOUND